

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION (COMMUNITY TRANSIT) AND THE CITY OF EVERETT (EVERETT TRANSIT) REGARDING THE PROCESSING OF PARATRANSIT ADA ELIGIBILITY APPLICATIONS

This Interlocal agreement ("Agreement") is entered into by and between the Snohomish County Public Transportation Benefit Area Corporation ("Community Transit"), having its principal place of business at 7100 Hardeson Road, and the City of Everett ("Everett Transit") having its principal place of business at 2930 Wetmore Avenue, both in Everett Washington on this 10th day of August, 2015.

Whereas, the citizens of Everett voted on September 14, 2004 to expand transit service, improve paratransit service for people with disabilities, improve service coordination with Community Transit and provide for future transit needs; and

Whereas, Everett Transit and Community Transit wish to create a legal framework to promote the coordination and use of their respective resources in the provision of transit services to improve customer service, reduce duplication of effort, achieve economies of scale; and

Whereas, both Everett Transit and Community Transit have identified the Americans with Disability Act (ADA) eligibility application for service certification process as a process conducted by both agencies; and

Whereas, both Everett Transit and Community Transit must comply with the same Federal regulations governing the ADA paratransit service eligibility certification process, and

Whereas, both Everett Transit and Community Transit use the same process for certifying and re-certifying ADA applicants for paratransit service; and

Whereas, both Everett Transit and Community Transit agree that their respective ADA eligibility certification process is a duplication of the other agency's ADA eligibility certification process within Snohomish County; and

Whereas, both Everett Transit and Community Transit also agree that a single countywide processing center for ADA eligibility would benefit customers of both agencies;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result in such promises, the parties agree as follows:

**1. Purposes.** The purposes of this Agreement are:

(a) to create a legal framework to promote the coordination and use of Everett Transit's and Community Transit's respective resources in the provision of transit services to improve customer service, reduce duplication of effort, achieve economies of scale; and

(b) to provide a mutually agreed upon single Snohomish County-wide processing center for those customers who desire to apply for paratransit service that is provided by Everett Transit and Community Transit; and

(c) to enable Everett Transit to utilize Community Transit's ADA service provider to provide the processing of both Everett Transit's and Community Transit's ADA paratransit service eligibility applications; and

(d) to enable Everett Transit to utilize Community Transit's contract provider to provide a functional assessment, as needed, as part of the ADA eligibility determination process.

2. **Duration.** This Agreement shall be effective from August 1, 2015 through September 30, 2021. For the purposes of this Agreement, a contract year is from October 1 through September 30.

3. **Administration.** Each party to this Agreement shall service as an administrator of this Agreement for the purposes of compliance with RCW 39.34.030 for each party's respective actions in performance of this Agreement.

4. **ADA Paratransit Service Eligibility Application Processing.** Community Transit, through its paratransit service provider (DART), shall provide for the processing of all ADA paratransit service eligibility applications for those citizens who reside within Everett Transit's service area and or within the City of Everett city limits. The processing of applications shall ensure compliance with all Federal and ADA regulations as to timeliness, eligibility, and notifications.

5. **ADA Paratransit Service Eligibility Application Processing Compensation.** Everett Transit shall pay Community Transit the amount as identified in Section 1 of Attachment A for Community Transit to provide for the processing of ADA eligibility applications through its paratransit service provider. This amount shall cover all costs associated with the processing of applications except for any functional assessments that may be required to complete the application process. Community Transit shall provide invoices to Everett Transit on a monthly basis.

6. **Functional Assessment.** Community Transit, through its contracted paratransit service provider and its functional assessment provider, shall arrange for the performance of a functional assessment as needed for the determination of an individual's ADA eligibility for paratransit service.

7. **Functional Assessment Compensation.** In addition to the amounts payable under Section 5 above, Everett Transit shall pay Community Transit for costs associated with functional assessments for individuals whose medical condition may warrant such an assessment in determining eligibility for paratransit service. The functional assessment will be performed by Community Transit's functional assessment contract provider. Everett Transit shall reimburse Community Transit the cost for each functional Assessment performed by its contract provider. Community Transit shall provide Everett Transit the hourly rate for functional assessments at the beginning of each contract year. The hourly rate for the current 2015 contract year is \$68.00. This amount shall cover all costs associated with each functional assessment. Community Transit shall provide invoices to Everett Transit on a monthly basis.

8. **Contract Administration.** Community Transit agrees to administer and coordinate this agreement between Everett Transit and its contracted service providers to ensure compliance with the

agreement, to ensure compliance with all State and Federal regulations pertaining to the agreement and to facilitate appropriate payment between agencies.

9. **Contract Administration Compensation.** In compensation for administering this agreement, Community Transit shall add an amount equal to three percent (3%) of the total invoice amount to each monthly invoice. This amount shall be paid to Community Transit for its efforts, time, and materials needed to ensure compliance as stated in Section 8 above. In addition, Community Transit shall be paid a one-time lump sum amount of \$2,980 toward the start-up cost to facilitate the implementation of this agreement. This lump sum payment shall be included in the first months invoice.

10. **Modification.** This Agreement may be modified only with the written consent of both parties.

11. **Governing Law.** This Agreement is entered into under the laws of the State of Washington. If it becomes necessary to interpret any of the Agreement's terms, it is the intent of the Parties that the laws of the State of Washington shall apply.

12. **Attorney Fees.** If any action or suit arises in connection with this Agreement, the prevailing party (either Community Transit or Everett Transit, as the case may be) shall be entitled to recover all of its reasonable attorneys' fees, costs and expenses in connection therewith, in addition to such other relief as the court may deem proper.

13. **Venue.** Venue for any dispute arising under or out of this Agreement shall be Snohomish County Superior Court, or the United States District Court for the Western District of Washington.

14. **Binding effect on successors, assigns.** This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, legatees, representatives, attorneys, successors, transferees, and assigns.

15. **Severability.** If any provision of this Agreement is deemed by law to be void, invalid or inoperative for any reason, that provision will be deemed modified to the extent necessary to make it valid or operative or, if it cannot be so modified, then such provision will be deemed severed from this Agreement, with the remaining Agreement continuing in full force and effect as if the Agreement has been signed with the void, invalid or inoperative provision eliminated.

16. **No intention to benefit third parties.** This Agreement is not intended to benefit any third parties.

17. **Counterparts.** This Agreement may be signed in any number of multiple counterparts, through original and/or facsimile signature, each of which will be considered to be a duplicate original, and will be considered to be one and the same instrument.

18. **Termination.** The parties may mutually agree to terminate this Agreement. In addition, this Agreement may be terminated before the expiration date stated in Section 2 by either party with at least 90 days prior written notice to the other party.

19. **Notices.** Throughout the term of this Agreement, each party shall maintain and file with the other a local address for service by mail. All notices shall be sent postage prepaid to such respective address and such notices shall be effective upon the date of mailing. These addresses may be changed at any time upon notice to the other party.

At the effective date of this Agreement:

a. Everett Transit's address shall be:

Attn: Tom Hingson, Transportation Services Director  
3225 Cedar Street  
Everett WA 98201

b. Community Transit's address shall be:

Attn: Emmett Heath, Chief Executive Officer  
7100 Hardeson Road  
Everett WA 98203

20. **Headings.** The headings and titles of the Sections and subsections of this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of the text herein.

21. **No joint venture.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with the other.

22. **Actions of Community Transit or Everett Transit.** In any action by Community Transit or Everett Transit mandated or permitted under the terms of this Agreement, it shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms of this Agreement, such approval or consent shall not be unreasonably withheld.

23. **Filing of the Agreement.** This Agreement shall be filed or otherwise maintained for public viewing in accordance with RCW 39.34.040.

24. **Indemnification.** To the maximum extent permitted by law, each Party will defend, indemnify and hold harmless the other Party and all of its officials, employees, principals and agents from all claims, demands, suits, actions and liability of any kind, including injuries to persons or damages to property, to the extent any such damages and injuries to persons or property are caused by or result from the errors, omissions or negligent acts of the indemnifying Party, its contractors, and/or employees, agents, and representatives in performing the Party's responsibilities under this Agreement. No Party shall be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other Party. Where such claims, suits or actions result from concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Party's own negligence as determined by a court of competent jurisdiction. Each of the Parties agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought

by, or on behalf of, any of its employees or agents and for that purpose the indemnifying Party specifically waives, as respects to the other party only, any immunity under the Worker's Compensation Act, RCW Title 51; and each Party recognizes the provision of RCW 4.24.115, if applicable. Each Party to this Agreement will reasonably notify the other of any and all claims, actions, losses or damages that arise or are brought against that Party relating to or pertaining to this Agreement.

CITY OF EVERETT

By: Ray Stephanson  
RAY STEPHANSON, MAYOR

7/30/2015  
Date

ATTEST:  
Sharon Fuller  
SHARON FULLER, EVERETT CITY CLERK

APPROVED AS TO FORM:  
James D. Iles  
JIM ILES, EVERETT CITY ATTORNEY

COMMUNITY TRANSIT

By: Emmett Heath  
EMMETT HEATH,  
CHIEF EXECUTIVE OFFICER

8/18/2015  
Date

APPROVED AS TO FORM:  
Jeff D. [Signature]  
CORPORATE ATTORNEY, COMMUNITY TRANSIT

Section 1- City of Everett- ADA Eligibility Processing Price Proposal

Base Service- Based on 80 applications per month baseline. Service Provider (DART) reserves the right to discuss additional pricing if demand exceeds 80 applications per month.

	Year 1	Year 2	Option Year 1*	Option Year 2*	Option Year 3*	Option Year 4*	Option Year 5*
Price Period	Through 9/30/15	10/1/15 – 9/30/16	10/1/16 – 9/30/17	10/1/17 – 9/30/18	10/1/18 – 9/30/19	10/1/19 – 9/30/20	10/1/20 – 9/30/21
Price Per Month	\$4,200	\$4,300	\$4,500	\$4,600	\$4,700	4, 900	\$5,000

\*- Pricing assumes that Community Transit elects to continue its contract with the service provider (DART) throughout the option years. If Community Transit elects to not extend the service provider contract, ET and CT will negotiate a new fee schedule based on a new service provider contract for each year the contract is not extended through the option years.

Start-Up Cost- to be billed and paid with first month invoice- **\$2,980**

**Attachment A**



Agreement

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

#7

**PROJECT TITLE:**

Interlocal Agreement between  
Snohomish County Public  
Transportation Benefit Area  
Corporation (Community  
Transit) and the City of Everett  
(Everett Transit)

\_\_\_\_ Briefing  
\_\_\_\_ Proposed Action  
\_\_\_\_ Consent  
\_\_\_\_ Action  
\_\_\_\_ First Reading  
\_\_\_\_ Second Reading  
\_\_\_\_ Third Reading  
\_\_\_\_ Public Hearing  
\_\_\_\_ Budget Advisory

COUNCIL BILL #

Originating Department

Contact Person

Phone Number

FOR AGENDA OF

Trans. Services

Tom Hingson

425-257-8939

07/15/15

Initialed by:

Department Head

CAA

Council President

*db*  
*AN*

**Location**

Everett Transit

**Preceding Action**

Interlocal Agreement – Everett  
Transit & Community Transit  
Regarding Cooperative  
Provision of Services,  
12/05/07

**Attachments**

Interlocal Agreement

**Department(s) Approval**

Legal

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

**DETAILED SUMMARY STATEMENT:**

Pursuant to the December 2007 Interlocal Agreement with the Snohomish County Public Transportation Benefit Area (Community Transit), Everett Transit desires to engage Community Transit to provide for the processing of paratransit service ADA eligibility applications.

This agreement would cover all applications for paratransit service from all residents within Everett Transit's service area, creating a single point of contact for these applications.

**RECOMMENDATION** (Exact action requested of Council):

Authorize the Mayor to sign the Interlocal Agreement between Snohomish County Public Transportation Benefit Area Corporation (Community Transit) and the City of Everett (Everett Transit) regarding the processing of paratransit ADA eligibility applications.

*Council approved  
7/24/15 Jm*